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10 **UNITED STATES BANKRUPTCY COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION**

12 In re:

13 THE LITIGATION PRACTICE GROUP P.C.,

14 Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

**PROOF OF SERVICE OF 90-DAY
CONSUMER OPT-OUT NOTICE UPON
COMPLETE LIST OF KNOWN
CONSUMER CLIENTS OF LITIGATION
PRACTICE GROUP**

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

3347 Michelson Drive, Suite 400, Irvine, California 92612

A true and correct copy of the foregoing document entitled (*specify*):

1. NOTICE TO CONSUMERS
In Re LITIGATION PRACTICE GROUP, PC
Case No. 8:23-bk-10571
90-DAY NOTICE OF SALE AND FILE TRANSFER

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached

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2. SERVED BY UNITED STATES MAIL: On _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached

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3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on August 16, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

All consumer clients with active email addresses in our comprehensive database.

☐ Service information continued on attached

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 16, 2023

Date

Eeyah Tan

Printed Name


Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

NOTICE TO CONSUMERS

In Re LITIGATION PRACTICE GROUP, PC
Case No. 8:23-bk-10571
90-DAY NOTICE OF SALE AND FILE TRANSFER

Please be advised that pursuant to Court order entered August 2, 2023, Morning Law Group, P.C. (the “Purchaser”, “We”, or “Us”) has agreed to provide you with legal services for which you originally signed up with the Litigation Practice Group, PC (“LPG”). We are providing you with this Notice pursuant to our authority as the Bankruptcy Court-approved interim operator of LPG, or, if required by applicable states’ ethics rules, as the Purchaser. In accordance with the Court’s order and Rule 1.17 of the California Rules of Professional Conduct, you have the following rights during the 90-Day Notice Period that ends on November 14, 2023 (“Notice Period”):

Your Current Agreement

You are receiving this Notice because LPG’s records indicate that you are a party to a legal services agreement (the “Original Agreement”) with LPG.

On March 20, 2023, LPG filed a bankruptcy case (the “Bankruptcy Case”) in the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”). On August 2, 2023, the Bankruptcy Court entered an order approving a sale of LPG’s law practice to Us. The Bankruptcy Court also ordered that the Original Agreement must be “reformed” to remove provisions that may violate applicable law. We refer to your modified legal services agreement, which removes any provisions that violate applicable law, as the “Reformed Agreement.”

In connection with the sale, We intend to perform legal services on your behalf, subject to the terms of the Reformed Agreement on an interim and, potentially, longer-term basis.

Your Rights Upon the Sale

Requirements under California Law:

LPG is a law firm with its main office in California; therefore, California law gives you the right to “opt out” of the transfer of your Reformed Agreement to Us.

Under Rule 1.17 of the California Rules of Professional Conduct, this Notice is intended to inform you that the Litigation Practice Group, PC’s law practice is being transferred to Us. You have the right to retain other counsel; you may take possession of any of your client materials and property, as required by Rule 1.16(e)(1) of the California Rules of Professional Conduct; and if no response is received to this Notice within 90 days after it is sent, or if your rights would be prejudiced by a failure by Us to act during that time, We may act on your behalf until otherwise notified by you.

Requirements of Other States’ Laws:

For clients located in states other than California, additional ethics rules or procedures governing the sale of a law practice may apply. Accordingly, if additional notice or procedures are required

by your state beyond the requirements under California law, we will comply promptly with those requirements, including, if necessary, providing a supplemental notice in the manner required by the applicable state ethics rules.

Your Three Options

➤ **1. Opt In:**

You may consent to Us providing you with legal services and opt in to the transfer of your file by reviewing, signing, and returning the Legal Services Agreement that we will send you. You must send the signed Legal Services Agreement directly to Us at the address or e-mail address provided below. We will send you the new Legal Services Agreement, which will replace your Reformed Agreement once you sign it.

➤ **2. Opt Out:**

If you do not want Us to provide you with legal services or to have your file transferred to Us, you have the right to opt out and request a refund and a copy of your file by notifying Us within the Notice Period at the address or e-mail address provided below. If you choose to opt out, your Reformed Agreement with LPG will be rejected and terminated pursuant to applicable Bankruptcy Law. **PLEASE BE AWARE THAT YOUR MATTER MAY HAVE URGENT DEADLINES, SO YOU SHOULD SEEK LEGAL COUNSEL AS SOON AS POSSIBLE IF YOU ELECT TO OPT OUT.**

➤ **3. Do Nothing Within the Notice Period:**

If you choose not to opt in or opt out, and you take no action during the Notice Period, you will be deemed to have opted in to representation by Us, and your file will be transferred to Us after the expiration of the Notice Period under the terms of your Reformed Agreement. Choosing to take no action during the Notice Period, however, does not prevent you from terminating our services and requesting a refund and a copy of your file at any time. The Legal Services Agreement, which will replace the Reformed Agreement and govern our services going forward, will be sent to you after the expiration of the Notice Period.

➤ **Personal Identifiable Information**

Your name and contact information (phone and e-mail address) will be provided to Us. Other personal identifiable information included in your client file (including but not limited to date of birth, social security number, and account information) will not be transferred to Us, unless you: 1) opt in; or 2) do nothing within the Notice Period; provided, however, that We might need to access this information as necessary to provide legal services to you before you take action pursuant to this Notice. If you do nothing within the Notice Period, We may have to access your legal file to provide services that might be needed to preserve your matter and your rights, and any such review will not be deemed a violation of this section.

DURING THE NOTICE PERIOD, WE WILL ALSO HAVE THE RIGHT TO DETERMINE WHETHER WE WILL TAKE ASSIGNMENT OF, AND CONTINUE TO SERVICE, YOUR REFORMED AGREEMENT AFTER THE NOTICE PERIOD ENDS. YOU WILL RECEIVE A SEPARATE NOTICE CONCERNING “ASSUMPTION AND ASSIGNMENT” PROCEDURES THAT ADDRESSES THAT PROCESS, WHICH YOU SHOULD READ CAREFULLY. YOU MAY ALSO WISH TO CONSULT WITH AN INDEPENDENT ATTORNEY.

LPG’s bankruptcy estate has contracted with Us to provide interim services under your Reformed Agreement until you opt in, opt out, we elect to not take assignment of your Reformed Agreement, or the Notice Period expires.

Please contact Us directly at Morning Law Group, P.C., 3347 Michelson Dr., Suite 400 Irvine, CA 92612, , or email address: clientservices@morninglawgroup.com, with all questions.

Please send your request to Opt In to: clientservices@morninglawgroup.com,
Or Telephone: 424.622.4044

Please send your request to Opt Out to: optout@morninglawgroup.com.
Or Telephone: 424.284.8188

Sincerely,

Morning Law Group, P.C., as court-
approved interim operator of LPG
and on behalf of itself, as required.